

Response After Final
Application No. 09/884,102
Attorney Docket No. 042202

REMARKS

Claims 1-10 are pending in the application. By this Amendment, claim 1 has been amended and claim 2 has been cancelled. No new matter has been added. It is respectfully submitted that this Amendment is fully responsive to the Office Action dated August 23, 2007.

As To The Merits:

As to the merits of this case, the Examiner set forth the following rejections:

claims 1, 5, 6 and 10 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. (U.S. Patent No. 6,177,931, of record) in view of Tessier et al. (U.S. Patent No. 5,146,336, of record);

claims 2 and 7 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. and Tessier et al. in view of Breslauer et al. (U.S. Patent No. 6,637,027, of record);

claims 3 and 8 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. and Tessier et al. in view of Dunn et al. (U.S. Patent No. 5,721,829, of record);
and

Response After Final
Application No. 09/884,102
Attorney Docket No. 042202

claims 4 and 9 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. and Tessier et al. in view of Kohno et al. (U.S. Patent No. 6,462,784, of record).

Each of these rejections is respectfully traversed.

Independent claim 1, as amended, now calls for *information acquisition means for acquiring information, including contract information, related to a selected channel; and message display means for creating a message corresponding to the acquired information and displaying the message in an area where the received video is reduced and displayed, wherein the message corresponding to the acquired contract information is displayed also in a case where service is provided, the selected channel has not been contracted for and the video does not come on the area where the received video is reduced and displayed.*

Claim 1 has been amended to include the features of claim 2, regarding acquiring information, **including contract information, related to a selected channel**, wherein the **message corresponding to the acquired contract information is displayed** also in a case where service is provided, the selected channel has not been contracted for and the video does not come on the area where the received video is reduced and displayed.

In contrast, while the detection of no signal, a poor signal or a corrupted sync signal in Tessier may cause the system to switch to the locally generated overlay message and may correspond to acquired information related to a selected channel that has not been contracted for, it is respectfully submitted that such disclosure of Tessier fails to include acquiring contract information related to a selected channel and also fails to include displaying a message corresponding to the acquired contract information also in a case where service is provided, the selected channel has not been contracted for and the video does not come on the area where the received video is reduced and displayed, as now set forth in claim 1.

That is, Tessier merely detects whether a signal is present, if it is poor or corrupted and fails to acquire any type of information regarding whether the selected channel is contracted for or not. Moreover, Tessier also fails to disclose displaying a message based on any type of acquired contract information.

Still further, it is respectfully submitted that while the additional secondary reference of Breslauer may disclose that a conditional access provider may provide a HTML format document that indicates the terms of the contract that needs to be accepted before access to a pay-per-view channel will be granted, it is respectfully submitted that such reference is also silent with regard to displaying a message corresponding to the

Response After Final
Application No. 09/884,102
Attorney Docket No. 042202

acquired contract information also in a case where service is provided, the selected channel has not been contracted for and the video does not come on the area where the received video is reduced and displayed.

As such, it is respectfully submitted that Alexander et al. and Tessier et al., singly or in combination, fail to disclose or fairly suggest the features of claim 1, as amended, concerning *information acquisition means for acquiring information, including contract information, related to a selected channel; and message display means for creating a message corresponding to the acquired information and displaying the message in an area where the received video is reduced and displayed, wherein the message corresponding to the acquired contract information is displayed also in a case where service is provided, the selected channel has not been contracted for and the video does not come on the area where the received video is reduced and displayed.*

In view of the aforementioned amendments and accompanying remarks, Applicants submit that that the claims, as herein amended, are in condition for allowance. Applicants request such action at an early date.

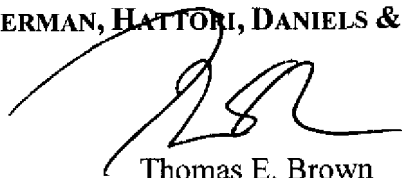
If the Examiner believes that this application is not now in condition for allowance, the Examiner is requested to contact Applicants' undersigned attorney to arrange for an interview to expedite the disposition of this case.

Response After Final
Application No. 09/884,102
Attorney Docket No. 042202

If this paper is not timely filed, Applicants respectfully petition for an appropriate extension of time. The fees for such an extension or any other fees that may be due with respect to this paper may be charged to Deposit Account No. 50-2866.

Respectfully submitted,

WESTERMAN, HATTORI, DANIELS & ADRIAN, LLP

A handwritten signature in black ink, appearing to be 'TEB', is written over the firm name.

Thomas E. Brown
Attorney for Applicants
Registration No. 44,450
Telephone: (202) 822-1100
Facsimile: (202) 822-1111

TEB/nrp